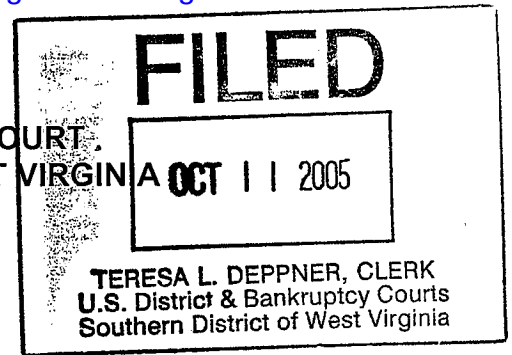


IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA



AMERICAN METALS & COAL
INTERNATIONAL, INC., a Delaware
corporation,

Plaintiff,

v.

CIVIL ACTION NO. 2:05-0822

WHITE MOUNTAIN MINING CO.,
LLC, a West Virginia limited liability
company; and APACHE
MINING CO., L.L.C., a West Virginia
limited liability company,

Defendants.

COMPLAINT

INTRODUCTION

1. The Plaintiff, American Metals & Coal International, Inc. ("AMCI") brings a claim for breach of contract against the Defendants. The Defendants, White Mountain Mining Co., LLC ("White Mountain") and Apache Mining Co., L.L.C. ("Apache") entered into a contract with AMCI for the purchase and export of coal with the promise that the delivery of the coal would be made. The Defendants breached the contract with AMCI and failed to ship the coal.

PARTIES

2. American Metals & Coal International, Inc., the plaintiff, is incorporated in Delaware and at all times relevant to this Complaint, had its principal place of business at 274 Steamboat Road, Greenwich, Connecticut, 06830.

3. White Mountain Mining Co., LLC is a West Virginia limited liability company having its principal place of business in West Virginia.

4. Apache Mining Co., L.L.C. is a West Virginia limited liability company having its principal place of business in West Virginia.

JURISDICTION AND VENUE

5. This Court has diversity subject matter jurisdiction over the claims made in this complaint and personal jurisdiction over defendants.

6. Venue is appropriate in West Virginia, pursuant to West Virginia law, because a substantial part of the acts and omissions at issue in this case occurred in West Virginia.

FACTS

7. On or about March 1, 2004, AMCI entered into an Agreement with defendants Winding Gulf and Apache to purchase 60,000 tons of White Mountain Coal.

8. On or about March 1, 2004, AMCI entered into an Agreement with defendants Winding Gulf and Apache to purchase an additional 60,000 tons of White Mountain Coal.

9. White Mountain and Apache failed to fulfill their promise to ship 60,000 tons of coal to AMCI, and 60,000 tons of coal to Wheeling Pittsburgh Steel on behalf of AMCI.

10. As a result of their failure to perform, the Defendants White Mountain and Apache harmed the plaintiff AMCI.

COUNT I
Breach of Contract

11. AMCI reasserts the allegations contained in paragraphs 1 through 9, above, and incorporates the same as if fully set forth herein.

12. Defendants breached their written and implied contracts with AMCI by failing to ship coal as promised to AMCI or Wheeling Pittsburgh Steel on behalf of AMCI.

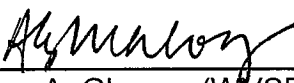
13. Defendants' breach of their contracts with AMCI caused harm to AMCI for which it may lawfully recover.

PRAYER FOR RELIEF

WHEREFORE, the plaintiff, AMCI, demands judgment in its favor on all Counts against defendants, compensatory damages in an amount to be determined, and for attorneys' fees, costs, interest and such other relief as this Court deems appropriate.

**AMERICAN METALS & COAL
INTERNATIONAL, INC.,**

By Counsel,



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